



WASHOE COUNTY

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DA ✓
Risk Mgt. DE
HR N/A
Comptroller CH

STAFF REPORT

BOARD MEETING DATE: March 22, 2016

DATE: February 26, 2016
TO: Board of County Commissioners
FROM: Jennifer Budge, CPRP, Park Operations Superintendent
Community Services Department, 328.2181, jbudge@washoecounty.us
THROUGH: Eric Crump, Operations Division Director
Community Services Department, 328.2182, ecrump@washoecounty.us
SUBJECT: Approve Lease Agreements for three parks concession buildings located at South Valleys Regional Park (Washoe Little League lessee), Eagle Canyon Park (Spanish Springs Cal Ripken lessee) and Lemmon Valley Park (Valley Providence Little League lessee); and one parks storage building at South Valleys Regional Park (Washoe Little League lessee) for 60-month terms commencing April 1, 2016 through March 31, 2021 with two 12-month renewal options. (Commission Districts 2, 4 and 5.)

SUMMARY

Nevada Revised Statute 244.284 authorizes the Washoe County Board of Commissioners (Board), as a public agency to lease any real property belonging to it for civic or charitable purposes, without competitive bidding and without charging fair market value for rent.

Previously, Washoe County entered into a Lease Agreement with Washoe Little League, a Nevada private, non-profit organization for the concession building at South Valleys Regional Park located at 16050 Wedge Parkway, Reno, NV 89511 for a 29-month term from April 1, 2013 through September 30, 2015. The agreement has expired and the new 60-month lease term proposed is consistent with all other agreements for similar facilities throughout the County's park system. Washoe Little League also previously leased a storage building also located at South Valleys Regional Park (that was constructed and maintained at their sole expense) for a five year term, which expired in October of 2015. The proposed new lease would also be a 60-month term for the storage building.

Previously, Washoe County entered into a Lease Agreement with North Valleys Little League, a Nevada non-profit organization for the concession building at Lemmon Valley Park located at 325 West Patrician, Reno, NV 89506 for a 60-month lease term from April 1 2013 through March 31, 2018, but the league has since re-organized and changed their name to Valley Providence Little League. The previous agreement has been terminated due to the organizational change and a new 60-month lease term is proposed with the Valley Providence Little League, a Nevada non-profit organization.

AGENDA ITEM # 6F1

The proposed new Lease Agreement with Spanish Springs Cal Ripken, a Nevada private, non-profit organization, is for a new concession building recently installed at Eagle Canyon Park, located at 400 Eagle Canyon Drive, Sparks, NV 89436. This new lease would also be for a 60-month term consistent with the other concession lease agreements.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

On May 13, 2003, the Board approved a Lease Agreement with Washoe Little League for the utilization of the Concession building at the South Valley's Regional Park.

On June 13, 2006, the Board approved a Lease agreement with the North Valleys Little League for the utilization of the Concession building at the Lemmon Valley Park.

On June 13, 2006, the Board approved a Lease Agreement between Washoe County and Silver State Cal Ripken for the utilization of the Concession building at the North Valley's Regional Park.

On March 25, 2008, the Board approved a First Amendment to Lease Agreement between Washoe County and Silver State Cal Ripken to implement charges for utilization of Park property and in compliance with NRS 426.630 - 426.720; and further, extended the term of occupancy as allowed within the existing Lease Agreement.

On April 22, 2008, the Board approved a First Amendment to Lease Agreement between Washoe Little League, a Nevada non-profit corporation, and Washoe County to implement charges for utilization of park property and further extended the term of occupancy as allowed within the existing lease agreement.

On April 22, 2008, the Board approved a Lease Agreement between North Valleys Little League, a Nevada non-profit corporation and Washoe County for utilization of park property in compliance with NRS 244.2835, retroactive to April 1, 2008.

On June 25, 2013, the Board approved Lease Agreements between Washoe County and Silver State Cal Ripken, for use of the North Valleys Regional Park Concession Building, and North Valleys Little League, for use of the Lemmon Valley Park Concession Building retroactively to April 1, 2013 through March 31, 2018; and the Board also approved a Lease Agreement with Washoe Little League, for use of the South Valleys Regional Park Concession Building retroactively to April 1, 2013 through September 30, 2015, as authorized within NRS 244.284.

BACKGROUND

Washoe County owns concession buildings at South Valleys Regional Park, North Valleys Regional Park and Lemmon Valley Park to not only serve the general public, but to assist youth athletic leagues throughout our community. Most recently, Washoe County constructed a new concession building at Eagle Canyon Park in Spanish Springs,

funded by Residential Construction Tax. These concession services are essential to local athletic leagues and help keep the costs affordable so all youth have the opportunity to participate.

Previously, Washoe County entered into a Lease Agreement with Washoe Little League, a Nevada private, non-profit organization for the concession building at South Valleys Regional Park located at 16050 Wedge Parkway, Reno, NV 89511 for a 29-month term from April 1, 2013-September 30, 2015. The agreement has expired and the new 60-month lease term proposed is consistent with all other agreements for similar facilities throughout the County's park system. Washoe Little League also previously leased a storage building also at South Valleys Regional Park (that was constructed and maintained at their sole expense) for a five year term, which expired in October of 2015. The proposed new lease term would also be a 60-month term for the storage building.

Previously, Washoe County entered into a Lease Agreement with North Valleys Little League, a Nevada non-profit organization for the concession building at Lemmon Valley Park located at 325 West Patrician, Reno, NV 89506 for a 60-month lease term from April 1 2013 through March 31, 2018, but the league has since re-organized and changed their name to Valley Providence Little League. The previous agreement has been terminated due to the organizational change and a new 60-month lease term is proposed with the Valley Providence Little League, a Nevada non-profit organization.

The proposed new Lease Agreement with Spanish Springs Cal Ripken, a Nevada private, non-profit organization, is for the new concession building at Eagle Canyon Park, located at 400 Eagle Canyon Drive, Sparks, NV 89436. This new lease would also be for a 60-month term consistent with the other concession lease agreements.

FISCAL IMPACT

If the proposed Lease Agreements are approved by the Board, the rental amount paid to Washoe County for the concession lease agreements will be 5% of the gross sales revenue per month for the period of occupancy from April 1, 2016 through March 31, 2021. Based on previous agreements at these locations, total revenue is anticipated at approximately \$2,000-\$3000 per year. There is no revenue associated with the storage building at South Valleys Regional Park.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Lease Agreements for three parks concession buildings located at South Valleys Regional Park (Washoe Little League lessee), Eagle Canyon Park (Spanish Springs Cal Ripken lessee) and Lemmon Valley Park (Valley Providence Little League lessee); and one parks storage building at South Valleys Regional Park (Washoe Little League lessee) for 60-month terms commencing April 1, 2016 through March 31, 2021 with two 12-month renewal options.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve Lease Agreements for three parks concession buildings located at South Valleys Regional Park (Washoe Little League lessee), Eagle Canyon Park (Spanish Springs Cal Ripken lessee) and Lemmon Valley Park (Valley Providence Little League lessee); and one parks storage building at South Valleys Regional Park (Washoe Little League lessee) for 60-month terms commencing April 1, 2016 through March 31, 2021 with two 12-month renewal options."

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2016, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Washoe Little League, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the South Valleys Regional Park Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation for public benefit, desires to use the Building described below, which use Lessee agrees will be only for civic or charitable purposes; and **WHEREAS**, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the South Valleys Regional Park Concession Building located at the 16050 Wedge Parkway, Reno, Nevada 89511, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for sixty (60) months commencing April 1, 2016, and will expire on March 31, 2021, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Building for the term of

this Agreement. Lessee shall pay to Lessor a monthly amount of five (5%) of the gross sales revenue, as rent for the use of the facility. The five (5%) percent amount will be paid automatically, without offset or demand directly to Washoe County, through its Community Services Department. Payments will be made at minimum twice annually (due November 10 and July 10). To the following address:

Washoe County Community Services Department
Attention: Director
P.O. Box 11130
Reno, NV 89520

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten (10%) percent annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE USE OF BUILDING

A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.

B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.

C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or

move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

- A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.
- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes; and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make

no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.

B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.

C. Lessee shall provide janitorial services to the restrooms, during the days that the Building is in service. Lessor shall provide janitorial materials for the restrooms on the days that the Building is scheduled to be used by Lessee. Lessor will provide janitorial services to the restrooms only for other park events, tournaments, permits outside of Lessee's scheduled building use.

D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.

E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.

F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.

B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all

replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.

C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN

INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive, or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or

representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys' fees incurred by Lessor.

SECTION FOURTEEN INSURANCE

A. Lessor, at its sole cost and expense, shall:

1. Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

2. Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.

3. Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and

B. Lessee, at its sole cost and expense, shall:

1. Maintain fire insurance on all contents owned by Lessee located at the Building.

2. Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.

3. Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and

4. Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

5. In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to

correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

SECTION FIFTEEN
HAZARDOUS SUBSTANCES

A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION SIXTEEN
QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

SECTION SEVENTEEN
NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Washoe Little League, Attn: President, PO Box 18292, Reno, NV 89511 and upon Lessor to: Community Services Department, Attn: Director Box 11130, Reno, NV 89520 or at such other address as the parties may designate and serve upon the

other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN

COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

SECTION NINETEEN

CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY

RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE

TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

SECTION TWENTY-TWO
FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY- THREE
LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership , agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph "B" of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition,

under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**SECTION TWENTY-FIVE
EFFECT OF AGREEMENT**

A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.

B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada

Kitty K. Jung, Chair
Washoe County Commission

Date

LESSEE: WASHOE LITTLE LEAGUE, a Nevada Non Profit Corporation

President

Date

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 20____ before me, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public

EXHIBIT A
Rules and Regulations of the Building

1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.

2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type of window covering be utilized without prior approval of Lessor.

3. The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, or affixing shall be charged to and paid by Lessee.

5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, shall be prescribed by Lessor.

6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the Building and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the

Building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

7. Lessee must observe strict care not to leave the Building exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.

8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.

9. The Building leased shall not be used for lodging or sleeping purposes.

10. The Lessee may purchase equipment for the Building. The equipment shall be maintained, replaced, repaired and used solely by Lessee unless otherwise agreed to.

11. Lessee agrees this Building may be used by others as approved by Lessor, either in conjunction with Lessee or separately. Lessor will attempt to coordinate an understanding between the users of the Building regarding the use, care and responsibility of the equipment and the Building. Lessee further agrees that sales of tobacco or alcoholic beverages are strictly prohibited.

12. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Building. All parties requesting use of the Building are required to contact Lessor for prior written approval.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called “Lessor” and Spanish Springs Cal Ripken, a Nevada non-profit corporation, hereinafter called “Lessee”.

WITNESSETH:

WHEREAS, Lessor is the sole owner of the Eagle Canyon Park Concession Building (“Building”) described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation for public benefit, desires to use the Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the Eagle Canyon Park Concession Building located at 400 Eagle Canyon Drive, Reno, Nevada 89436, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for sixty (60) months commencing April 1, 2016, and will expire on March 31, 2021, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Building for the term of

this Agreement. Lessee shall pay to Lessor a monthly amount of five (5%) of the gross sales revenue, as rent for the use of the facility. The five (5%) percent amount will be paid automatically, without offset or demand directly to Washoe County, through its Community Services Department. Payments will be made at minimum twice annually (due November 10 and July 10). To the following address:

Washoe County Community Services Department
Attention: Director
P.O. Box 11130
Reno, NV 89520

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten (10%) percent annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE USE OF BUILDING

A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.

B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.

C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or

move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

- A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.
- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make

no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.

B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.

C. Lessor shall provide janitorial services to the restrooms five days per week, during the days that the Building is in service. Lessor shall provide janitorial materials for the restrooms on the days that the Building is scheduled to be used by Lessee. Lessor will provide additional janitorial services to the restrooms only for other park events, tournaments, permits outside of Lessee's scheduled building use.

D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.

E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.

F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.

B. The parties agree that all equipment purchased and installed by Lessee, which is not

affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.

C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN

INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive, or the

omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys' fees incurred by Lessor.

SECTION FOURTEEN

INSURANCE

A. Lessor, at its sole cost and expense, shall:

1. Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

2. Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.

3. Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and

B. Lessee, at its sole cost and expense, shall:

1. Maintain fire insurance on all contents owned by Lessee located at the Building.

2. Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.

3. Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and

4. Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

5. In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase.

Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

**SECTION FIFTEEN
HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.

C. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

**SECTION SIXTEEN
QUIET ENJOYMENT**

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

**SECTION SEVENTEEN
NOTICES**

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Spanish Springs Cal Ripken, Attn: President, 9732 State Route 445 PMB 357 Sparks, NV 89441 and upon Lessor to: Community Services Department, Attn: Director

P.O. Box 11130, Reno, NV 89520 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN
COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

SECTION NINETEEN
CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY
RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE
TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either

party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

**SECTION TWENTY-TWO
FUNDING OUT CLAUSE**

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

**SECTION TWENTY-THREE
LESSEE'S REPRESENTATIVES AND AUTHORITY**

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

**SECTION TWENTY-FOUR
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph "B" of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be grounds for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**SECTION TWENTY-FIVE
EFFECT OF AGREEMENT**

A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.

B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada

Kitty K. Jung, Chair
Washoe County Commission

Date

LESSEE: SPANISH SPRINGS CAL RIPKEN, a Nevada Non Profit Corporation

President

Date

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 20____ before me, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public

EXHIBIT A

Rules and Regulations of the Building

1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.

2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type of window covering be utilized without prior approval of Lessor.

3. The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.

5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, shall be prescribed by Lessor.

6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the Building and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Lessor. Lessor will not be

responsible for loss of damage to any such safe or property from any cause but all damage done to the Building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

7. Lessee must observe strict care not to leave the Building exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.

8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.

9. The Building leased shall not be used for lodging or sleeping purposes.

10. The Lessee may purchase equipment for the Building. The equipment shall be maintained, replaced, repaired and used solely by Lessee unless otherwise agreed to.

11. Lessee agrees this Building may be used by others as approved by Lessor, either in conjunction with Lessee or separately. Lessor will attempt to coordinate an understanding between the users of the Building regarding the use, care and responsibility of the equipment and the Building. Lessee further agrees that sales of tobacco or alcoholic beverages are strictly prohibited.

12. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Building. All parties requesting use of the Building are required to contact Lessor for prior written approval.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Valley Providence Little League, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the Lemmon Valley Park Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation for public benefit, desires to use the Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the Lemmon Valley Park Concession Building located at the 325 Patrician Drive, Reno, Nevada, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for sixty (60) month term commencing April 1, 2016, and will expire on March 31, 2021, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Building for the term of

this Agreement. Lessee shall pay to Lessor a monthly amount of five (5%) of the gross sales revenue, as rent for the use of the facility. The five (5%) percent amount will be paid automatically, without offset or demand directly to Washoe County, through its Community Services Department. Payments will be made at minimum twice annually (due November 10 and July 10). To the following address:

Washoe County Community Services Department
Attention: Director
P.O. Box 11130
Reno, NV 89520

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten (10%) percent annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE USE OF BUILDING

A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.

B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.

C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or

move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

- A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.
- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make

no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.

B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.

C. Lessor shall provide janitorial services to the restrooms five days per week, during the days that the Building is in service. Lessee shall provide additional janitorial services to the restrooms on the days that the Building is scheduled to be used by Lessee.

D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.

E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.

F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.

B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless

said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.

C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN

INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive, or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys' fees incurred by Lessor.

SECTION FOURTEEN

INSURANCE

A. Lessor, at its sole cost and expense, shall:

1. Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

2. Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.

3. Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and

B. Lessee, at its sole cost and expense, shall:

1. Maintain fire insurance on all contents owned by Lessee located at the Building.

2. Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.

3. Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance; and

4. Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

5. In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase.

If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

**SECTION FIFTEEN
HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

**SECTION SIXTEEN
QUIET ENJOYMENT**

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

**SECTION SEVENTEEN
NOTICES**

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Valley Providence Little League, Attn: President, PO Box 60091, Reno, NV 89506 and upon Lessor to: Community Services Department, Attn: Director Box 11130, Reno, NV 89520 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN
COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

SECTION NINETEEN
CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY
RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE
TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

SECTION TWENTY-TWO
FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY-THREE

LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph "B" of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION TWENTY-FIVE
EFFECT OF AGREEMENT

A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.

B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada

Kitty K. Jung, Chair
Washoe County Commission

Date

LESSEE: VALLEY PROVIDENCE LITTLE LEAGUE, a Nevada Non Profit Corporation

President

Date

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 20____ before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public

EXHIBIT A

Rules and Regulations of the Building

1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.

2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type of window covering be utilized without prior approval of Lessor.

3. The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.

5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, shall be prescribed by Lessor.

6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the Building and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Lessor. Lessor will not be

responsible for loss of damage to any such safe or property from any cause but all damage done to the Building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

7. Lessee must observe strict care not to leave the Building exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.

8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.

9. The Building leased shall not be used for lodging or sleeping purposes.

10. The Lessee may purchase equipment for the Building. The equipment shall be maintained, replaced, repaired and used solely by Lessee unless otherwise agreed to.

11. Lessee agrees this Building may be used by others as approved by Lessor, either in conjunction with Lessee or separately. Lessor will attempt to coordinate an understanding between the users of the Building regarding the use, care and responsibility of the equipment and the Building. Lessee further agrees that sales of tobacco or alcoholic beverages are strictly prohibited.

12. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Building. All parties requesting use of the Building are required to contact Lessor for prior written approval.

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2016, by and between Washoe County, Nevada, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Washoe Little League, a Nevada nonprofit corporation, called, "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the storage structure ("Structure") at South Valleys Regional Park located at 16050 Wedge Parkway in Reno, Nevada, and is further described below, which Structure is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.2835 may enter into certain leases for civic and charitable purposes without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada nonprofit 501(c)(3) corporation organized in the State of Nevada, currently in good standing, desires to use the Structure described below, which space Lessee agrees will be used only for civic or charitable purposes; and

WHEREAS, the Parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Structure.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF STRUCTURE

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, that Structure generally known and designated as the equipment storage structure ("Structure") at South Valleys Regional Park, 16050 Wedge Parkway, Reno, Nevada, 89511. Unless otherwise specified, "Structure" shall include only that portion used exclusively by Lessee.

SECTION TWO

TERM OF THIS AGREEMENT

The term of this Agreement shall be for sixty (60) months commencing April 1, 2016, and will expire on March 31, 2021, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE

RENTAL

As long as Lessee remains a non-profit Nevada corporation in good standing, engaged primarily in civic or charitable work, Lessee may occupy the Structure rent-free for the term of this Agreement.

SECTION FOUR

RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE

USE OF STRUCTURE

Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity in the Structure that is unlawful or in violation of any federal or state statute, code or regulation. The Structure shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

A. Lessee hereby acknowledges that the Structure is in good condition and is architecturally acceptable to Lessee, and shall not be altered, repaired or changed without the prior written consent of Lessor. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit same to Lessor.

B. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Structure as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Structure, Lessee shall make no claim against Lessor for interference with Lessee's leasehold interest during such improvements, alterations, renovations, changes and repairs.

C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable items, made in or upon the Structure shall be Lessor's property and

shall remain upon the Structure at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

D. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations.

E. Lessee shall keep the Structure free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

MAINTENANCE, REPAIRS AND INSPECTIONS

A. Lessee shall be responsible for making all repairs and for performing routine maintenance to the Structure, at Lessee sole expense. Lessee agrees that all damage done to the Structure by Lessee or its invitees or any person present because of Lessee's occupation of the Structure, shall be paid by Lessee.

B. The parties agree that all equipment purchased and installed by Lessee, which in not affixed to the Structure, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee

C. Lessee shall permit Lessor or its authorized agents to enter into and upon the Structure at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the Structure.

SECTION EIGHT

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Structure without prior written consent of Lessor.

SECTION NINE

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TEN

INDEMNIFICATION

Washoe County has established specific indemnification and insurance requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, and/or donate goods. These indemnification and hold harmless clauses are intended to assure

that the organization understands its liability related to these activities and is able to financially respond to any loss. Washoe Little League agrees to abide by County's requirements. Exhibit A is included and incorporated in its entirety as part of this Agreement.

SECTION ELEVEN

FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining the Structure, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWELVE

CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION THIRTEEN

NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Washoe Little League, P.O. Box 18292, Reno, NV 89511, and upon Lessor, to Director, Washoe County Community Services Department, P.O. Box 11130, Reno, NV 89520 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION FOURTEEN

HAZARDOUS SUBSTANCES

A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Structure, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Structure become contaminated as a result of a violation by Lessee of this Section Fourteen, for which Lessee is legally liable, Lessee

shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

B. If hazardous substances have been used, stored, manufactured or disposed in or upon the Structure or connected areas outside the Structure, or if the Structure or connected areas outside the Structure, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.

C. "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION FIFTEEN

RULES AND REGULATIONS

The rules and regulations of Lessor set forth as Exhibit "B", which may be amended from time to time, are expressly made part of this Agreement and Lessee agrees to abide by the same to the extent said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION SIXTEEN

TERMINATION

A. Upon termination of this Agreement, Lessee shall quit the Structure peaceably, with no damage to the Structure, normal wear and tear excepted. Lessee shall remove all personal property therein.

B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party.

SECTION SEVENTEEN

EFFECT OF AGREEMENT

A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.

B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada

Kitty K. Jung, Chair
Washoe County Commission

Date

LESSEE: WASHOE LITTLE LEAGUE, a Nevada Non Profit Corporation

President

Date

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 20____ before me, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public

EXHIBIT A NONPROFIT AGENCIES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said

retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$N/A per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.

EXHIBIT B

Rules and Regulations of the Structure

1. Lessee, its agents, employees, invitees and any person present because of Lessee's occupation of the Structure, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways, not permit anything to be done in the Structure, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessor may suffer by a violation of this clause.
2. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said building without the written consent of Lessor, and if such consent shall be given by Lessor, the cost any such sign, advertisement or notice shall be paid by Lessee.
3. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. All work related to the wiring must be presented to and approved by Lessor's Public Works Department.
4. All glass, locks and trimmings in or upon the doors and windows belonging to the building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said building, or during tenancy.
5. The Structure shall not be used for lodging or sleeping purposes.
6. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Structure. All parties requesting use of the Structure are required to contact Lessor for prior written approval.